

### REMARKS

The Applicant thanks the Examiner for conducting the Examiners Interview via telephone on February 15, 2006. During that interview, the Examiner asked the Applicant to briefly summarize his positions in writing, as set forth in the interview. This paper provides that summary.

In the Office Action dated December 9, 2005, the Examiner issued a final rejection of claims 1-17. Because the Examiner addressed only a part of the Applicant's arguments filed on October 11, 2005, the Applicant respectfully requests that the Examiner withdraw the finality of this rejection in order to completely consider the Applicant's arguments.

In particular, the Applicant argued in the Response filed on October 11, 2005 that neither the Herz reference, nor the Walker reference, alone or in combination, teach or suggest distributing a negotiant function to a consumer for execution by said consumer. The limitation to which this argument relates has two parts. The first part is distributing a negotiant function to a consumer. The second part is that the negotiant function is for execution by the consumer. In his response at page 5, paragraph 8, the Examiner addressed the Applicant's argument by stating that:

"the cited reference (Walker) discloses a system/method wherein a consumer negotiates a price for a selected product, the consumer is assured that he will actually receive the product. Please note that the process of negotiating a product or price by a consumer is readable as a negotiation function being executed by a consumer."

However, this citation from Walker attempts to address only the second part of the limitation, *i.e.*, the negotiant function being executed by the consumer. The first part of the limitation is the distribution of a negotiant function to a consumer as required by independent claims 1 and 7. The Examiner does not address this distribution element. Neither Walker nor Herz teaches or suggests such distribution of a negotiant function

Further, in the statement set forth above, the Examiner asserts that the process of negotiating a product or price by a consumer is readable as a negotiation function being executed by a consumer. The Applicant disagrees with this assertion. Claim 1 recites, "distributing a *negotiant* function for execution by said consumer," and not a negotiation function. A negotiant function is not the same as a negotiation. The claim itself defines a negotiant function as

something that is designed to accept elements of data associated with a consumer as input, and produce an information request as output. The specification describes a negotiant function at several places, for example at paragraphs 0032-0034. Thus, a client-side executable negotiant function is not the same as a consumer negotiating a product or price.

The Applicant also points out that there is no clear mapping of the present invention onto servers S2 and S4 in Herz, as the Examiner cites at page 3 of the Office Action. In the present invention, the client processes information locally and communicates an advertisement request to a server. The point of this communication is to minimize leakage of personal information, *i.e.*, to preserve privacy. In Herz, however, server S2 passes a considerable amount of private information to server S4. For example, S2 may pass S4 credentials associated with the user:

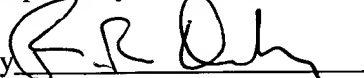
"In particular, server S4 may require server S2 to supply credentials proving that the user is entitled to the information requested--for example, proving that the user is a subscriber in good standing to a particular information service, that the user is old enough to legally receive adult material, and that the user has been offered a particular discount (by means of a special discount credential issued to the user's pseudonym)." (col. 39, lines 53-60)

In other words, that communication is not privacy protecting. So there is no clear reading of Herz onto the architecture described in the claims.

Since the Examiner did not consider or address the distribution aspect of the Applicant's October 11, 2005 Response, the Applicant respectfully requests that the Examiner withdraw the finality of the rejection and reconsider the application in light of the remarks above.

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Respectfully submitted,

By 

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